

APPENDIX A

**MEMORANDUM OF AGREEMENT
FOR
COOPERATIVE LAW ENFORCEMENT
BETWEEN THE
U.S. FISH AND WILDLIFE SERVICE
AND
FORT BELVOIR**



United States Department of the Interior



FISH AND WILDLIFE SERVICE

300 Westgate Center Drive
Hadley, MA 01035-9589

MEMORANDUM OF AGREEMENT for Cooperative Law Enforcement between the U.S. Fish and Wildlife Service and Fort Belvoir, Virginia

This Memorandum of Agreement is a cooperative agreement entered into under authority of the Fish and Wildlife Improvement Act of 1978 Section 3-(a)-(d), 16 U.S.C. Section 742L (1982 Supp) between the U.S. Fish and Wildlife Service, hereinafter "Service" or "Regional Director" and Fort Belvoir, Virginia hereinafter "the Installation."

Whereas, the Congress of the United States has found that the protection and conservation of fish, wildlife, and other natural resources is in the best interest of the public and have enacted various laws to provide for protection and conservation of wildlife and native plants to prevent, detect, and reduce violation of conservation laws and to apprehend violators of such laws.

Whereas, the Service and the Installation recognize that mutual benefits will accrue to the law enforcement efforts of each by entering into a cooperative agreement to share law enforcement expertise, training, intelligence information, specialized equipment, and other facilities and to designate law enforcement officers to efficiently enforce all laws administered by the U.S. and the Installation relating to fish, wildlife, and other natural resources.

Whereas, the Regional Director has determined that it is necessary and appropriate to utilize certain officers, services, and facilities of the Installation to assist in providing effective enforcement of Federal laws on the lands and waters and within the Installation.

Whereas, the Installation has determined that it is necessary and appropriate to utilize certain officers, services, and facilities of the Service to assist in providing effective enforcement of Federal laws on the lands and waters and within the Installation.

Therefore, the parties agree that:

A. Delegation of Federal Authority:

(1) The Regional Director hereby delegates to the Installation the authority to enforce the following Federal laws dealing with the protection and conservation of fish,

wildlife, and natural resources of the United States and regulations issued pursuant thereto within the limitations of and subject to the jurisdiction of the laws of the State:

- (a) Lacey Act Amendments of 1981 (16 U.S.C. 3371-3378);
- (b) Migratory Bird Treaty Act (16 U.S.C. 703-712);
- (c) Migratory Bird Hunting and Conservation Stamp Tax Act (16 U.S.C. 718-718h);
- (d) Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d);
- (e) Airborne Hunting Act (16 U.S.C. 742J-1);
- (f) National Wildlife Refuge Systems Administrative Act (16 U.S.C. 668dd-668ee);
- (g) Endangered Species Act of 1973 (16 U.S.C. 1531-1543);
- (h) Marine Mammal Protection Act (16 U.S.C. 1361-1384, 1401-1407);
- (i) Archeological Resources Protection Act of 1979 (16 U.S.C. 470a.(A)-(1)(A)).

(2) The Regional Director specifically delegates to the Installation the same authority to search, seize, arrest, and exercise other law enforcement functions under the laws specified in paragraph A(1) of this Agreement as if the Installation were employed by the Department of Interior, and authorized by the Secretary of Interior to enforce those laws.

B. Redelegation of Federal Authority:

(1) The Installation, through the Garrison Commander, may designate individuals to exercise the authority to enforce the conservation laws and regulations of the United States as specified above. This delegation may only be to a person who meets all the following criteria:

- (a) Is employed as a full-time wildlife law enforcement officer of the Installation, whose principal duty is the enforcement of conservation laws or native plant protection, who has completed one of the Federal Law Enforcement Training Center's basic law enforcement training courses, and who has completed any probationary period.

(b) Is proficient in the use of firearms as demonstrated by meeting the firearms qualification and requalification standards required of the U.S. Fish and Wildlife Service and agrees to observe the Service policy on use of firearms when acting pursuant to this Agreement.

(2) The Installation shall notify the Service of the full name, address, date of birth and social security number of each designee. This designation shall become effective upon the filing of such information with the Regional Director. The Installation shall issue a Service identification card (Form 3-522a) to each designee. If at any time, any person designated to exercise such authority under this Agreement fails to meet any of the criteria set forth in paragraph 1, above, the Installation shall terminate the designation when the Installation becomes aware of same, and shall promptly notify the Regional Director.

(3) An employee of the Installation who has been delegated authority under this Agreement may only exercise such authority within the boundaries of Virginia, District of Columbia, D.C. and within an adjacent State when circumstances so require. An officer of the Installation may exercise such authority anywhere within the jurisdiction of the United States when accompanied by a Special Agent of the Service or when under the direct supervision of the Service.

(4) The Regional Director may, by written notice to the Installation, terminate any designation made by the Installation.

(5) The Installation and officers to whom it has designated authority pursuant to this Agreement shall, while acting under this Agreement:

(a) Continue to provide compensation under current Installation coverage for work-related injuries while Installation officers are acting under this Agreement. Designated individuals may be considered eligible for compensation under Title 5 of Chapter 81, sub-chapter III, United States Code.

(b) Be considered to be investigative or law enforcement officers of the United States for the purpose of the tort claim provisions of Title 28, United States Code.

(c) Shall be considered to be officers or employees of the United States within the meaning of sections 111 and 1114 of Title 18, United States Code.

(d) Installation must recall and cancel any designation of authority upon termination of employment or reassignment of the officer concerned to non-law enforcement duties or upon notice that the person no longer meets any of the criteria for issuance of such authority. Notice of such recall or cancellation shall immediately be given to the Regional Director and the Assistant Regional Director, Law Enforcement Division, Virginia.

C. Procedures for Investigating Federal Offenses:

The following procedures shall govern any investigations or prosecutions of Federal offenses made pursuant to designation or redesignation under this Agreement:

(1) Officers of the Installation who are delegated authority under this Agreement may take necessary police actions for violations of the Federal laws that are the subject of this Agreement which occur in their presence or view. The Installation will refer appropriate violations of Federal law or regulation to the Service's Senior Resident Agent in Richmond, VA as expeditiously as possible.

(2) The Installation shall submit in a timely manner appropriate investigative or other reports to the Assistant Regional Director, Law Enforcement Division, or his designee, on law enforcement activities conducted under authority of this Agreement.

(3) Federal prosecution of any violation off the Installation may not occur without prior approval of the Assistant Regional Director, Law Enforcement Division, or his designee. Only the Assistant Regional Director, Law Enforcement Division, or his designee shall act in liaison and conduct case handling and referral to Federal statutes and regulations.

(4) The Service's interpretations and policies will be followed by the Installation law enforcement officers when exercising Federal enforcement authority under this Agreement off the Installation.

D. Coordination:

(1) The Assistant Regional Director, Law Enforcement Division, in Hadley, Massachusetts and/or the Senior Resident Agent in Richmond, VA, and the Garrison Commander of the Installation, or his designee, shall meet within thirty (30) days after the signing of this Agreement and as necessary thereafter for the purpose of:

(a) Identifying enforcement problems in areas of concurrent jurisdiction that may require joint enforcement operations or investigations;

(b) Identifying enforcement problems that may require covert investigation;

(c) Identifying the need for specialized law enforcement equipment;

(d) Discussing new techniques and methods for the detection and apprehension of violators of conservation laws and the exchange of law enforcement information in general;

(e) Reviewing training programs and the identification of the need for additional instruction in Federal laws, policies, interpretations, and other appropriate subjects; and

(f) Agreeing upon procedures for the care, handling, identification and storage of evidence and/or seized property.

E. Actions to be Taken by the Parties:

(1) The Service will provide to the Installation, subject to available resources and manpower, copies of Federal laws and regulations and pertinent Service policy and interpretations; the assistance of Special Agents and use of undercover vehicles and equipment for specific, high-priority enforcement operations.

(2) The Service will place a high priority on the investigation of major violations involving interstate transportation of illegally taken resident native wildlife and plants.

(3) The Installation will provide the Service, subject to available resources and manpower, copies of facility laws and regulations and pertinent policy and interpretations, assistance by Installation officers and use of equipment for specific enforcement operations.

F. Amendment, Effective Date and Termination:

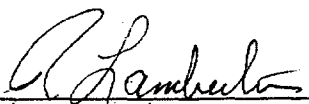
(1) This Agreement shall become effective on the date signed by both parties, and filed with the Garrison Commander, and shall continue in effect until terminated;

MEMORANDUM OF AGREEMENT

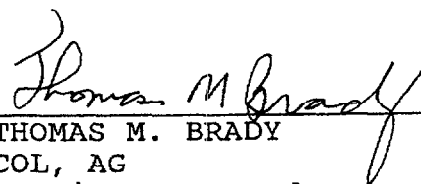
USFWS-LE and Fort Belvoir

(2) The Agreement may be revised or amended by consent of the parties, but such revisions or amendments shall not be effective until reduced to writing and signed by both parties; and

(3) This Agreement may be terminated by either party upon giving thirty (30) days written notice prior to termination.



Regional Director
U.S. Fish and Wildlife Service
Hadley, Massachusetts



THOMAS M. BRADY
COL, AG
Garrison Commander

Date: 11-9-95

Date: 2 Feb 1996

APPENDIX B

**INTERAGENCY AGREEMENT
BETWEEN
THE U.S. ARMY ENVIRONMENTAL CENTER
AND THE
SOIL CONSERVATION SERVICE**

A Summary of the Interagency Agreement between U.S. Army Environmental Center and the Soil Conservation Service

Participating Agencies:

U.S. Army Environmental Center
Soil Conservation Service

Objectives of the Program:

Improve the integration of U.S. Army mission requirements with ecosystem planning as outlined in the MOU between the USAEC and the SCS.

Date Effective:

This Interagency Agreement (IAG) will remain in force for as long as the underlying MOU is valid or can be terminated by either agency upon 90 days written notice.
Effective December 1, 1993.

Other Information:

SCS agrees to detail to the USAEC a person for a period of 1 year with four 1-year renewable options who will:

- Coordinate and assist individual SCS state offices and Army installation in the development of IAG's and scopes of work to meet the specific IAG requirements developed and outlined for each individual installation/state.
- Assist USAEC by working with SCS state, regional, and national offices to conduct quality assurance evaluations of the IAG and MOU implementation to ensure that this implementation has been performed efficiently and, through mutual sharing of the implementation results, eliminate duplication of work in development of new IAG and MOU agreements.
- Work with USAEC's Compliance Division managers, and Army installation staff to identify requests for ecosystem planning assistance for U.S. Army installation.
- Serve as a subject matter expert on environmental issues primarily concerning the prevention and mitigation of soil erosion; however, the individual may also include identification/assessment of other natural/cultural resource requirements.
- Assist SCS state offices and specific installations in the scheduling or work, planning, and installation of conservation methods.

APPENDIX C

**INTERAGENCY AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF AGRICULTURE
AND THE
DEPARTMENT OF DEFENSE**

MEMORANDUM OF AGREEMENT

between the

UNITED STATES DEPARTMENT OF AGRICULTURE

and the

UNITED STATES DEPARTMENT OF DEFENSE

for the

**CONDUCT OF FOREST INSECT AND DISEASE SUPPRESSION
ON LANDS ADMINISTERED BY
THE U.S. DEPARTMENT OF DEFENSE**

Suppression of damaging forest insect and disease outbreaks is essential for maintaining the health and productivity of the nation's forests. Annually, insects and diseases kill more trees and reduce forest growth more than all other destructive agents combined. This is a matter of great concern to the administrators responsible for managing and protecting forests on public and private lands.

Section 5 of the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. 2101) authorizes the Secretary of Agriculture to protect trees and forests, wood products, stored wood and wood in use from insects and diseases. This is done directly by the USDA on National Forest System lands and in cooperation with other Federal land managing agencies, the States and private land owners on other forest lands. The Secretary of Agriculture has delegated the responsibility for carrying out the provisions of the Cooperative Forestry Assistance Act to the Forest Service. Annual appropriations, based on estimated suppression costs developed by the Forest Service, the Department of Defense, other Federal agencies, States and other cooperating entities, are necessary to implement this responsibility.

It is Agreed:

1. That the two Departments will, under the legal, fiscal and other limitations governing each, cooperate fully in the planning, coordination and execution of field operations to prevent and suppress damaging forest insect and disease outbreaks whenever it is determined to be necessary.
2. That the guiding principles of this cooperation shall be those established by authorizing legislation, agency policy and other direction specified in the Cooperative Forestry Assistance Act of 1978, the National Environmental Policy Act and the Federal Insecticide, Fungicide, and Rodenticide Act as amended.
3. That the Secretaries of the Department of Agriculture and the Department of Defense shall authorize their respective agencies concerned with the suppression of forest insects and diseases to develop and execute coordinated work programs and projects.
4. That, for coordinating and funding forest insect and disease suppression programs and projects, the Departments will:

A. Responsibilities of the Department of Agriculture, Forest Service:

- (1) Designate an office which will be responsible for coordinating activities conducted under this MOA.

- (2) Provide overall leadership and coordination for insect and disease suppression activities on forest lands when the activities are financed wholly or in part with Federal funds appropriated under Section 5 of the Cooperative Forestry Assistance Act of 1978 (16 USC 2101).
- (3) To the extent possible, provide technical and financial assistance to agencies of the Department of Defense for forest insect and disease suppression programs and gypsy moth eradication projects on forest lands administered by the Department of Defense.
- (4) Conduct detection surveys and biological evaluations of insect and disease outbreaks on forest lands administered by the Department of Defense.
- (5) Subject to budgetary limitations, annually transfer from the USDA Forest Service, Forest Pest Management to Department of Defense Agencies such finances as are mutually determined as necessary for forest insect and disease suppression on forest lands administered by the Department of Defense. To the extent possible, jointly determine annual suppression funding needs by November 30.
- (6) Assist agencies of the Department of Defense in organizing and performing general forest insect and disease field surveillance on forest lands administered by the Department of Defense.
- (7) Inform local and national Department of Defense personnel of forest insect and disease conditions on other lands that may affect Department of Defense administered land.
- (8) Suppress forest insect and disease outbreaks on National Forest System lands and cooperate with other agencies to suppress forest insect and disease outbreaks which threaten forest lands administered by the Department of Defense.
- (9) Provide training opportunities for Department of Defense personnel in techniques for the prevention, detection and suppression of destructive forest insects and diseases in order to promote forest health.

b. Responsibilities of agencies of the Department of Defense:

- (1) Designate an office which will be responsible for coordinating activities conducted under this MOA.
- (2) Notify DqD Agencies that technical assistance is available from the Forest Service and that a biological evaluation or equivalent documentation is required before funds for a forest pest suppression project can be transferred from the Forest Service.
- (3) Facilitate conduct of detection surveys and forest insect and disease evaluations by Forest Service personnel on Department of Defense administered lands.
- (4) Base decisions on whether to implement suppression programs and projects on:
 - (a) An appraisal of current pest infestation significance and projected significance with and without suppression activities. This information, as well as a discussion of alternative pest management tactics, is provided by the Forest Service in a biological evaluation.

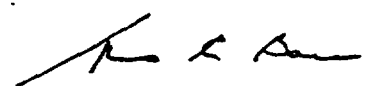
- (b) An evaluation of the resources threatened within the context of management objectives.
- (c) An analysis of possible adverse environmental effects of suppression alternatives.
- (d) An economic analysis of the proposed action.
- (5) Perform field surveillance and specialized detection surveys as necessary to supplement Forest Service activities.
- (6) Conduct suppression activities on Department of Defense administered land.
- (7) Cooperate with other agencies on adjacent or intermingled lands on forest insect and disease surveillance, prevention and suppression activities.
- (8) Report suppression project accomplishments to the Forest Service by November 1 each year covering all forest insect and disease management expenditures for the previous fiscal year.
- (9) Participate in an annual coordination meeting with the Forest Service to set priorities for funding proposed forest pest suppression projects.
- (10) Submit a formal request for forest insect and disease suppression funding to USDA Forest Service by November 15 of each year.

This agreement is effective upon the date of signature by both parties. It defines, in general terms, the basis on which the parties will cooperate and is not a financial obligating document.

This agreement shall continue indefinitely, but may be modified or discontinued at the request of either party. Requests for termination or any change shall be submitted to the other party for consideration not less than 30 days in advance of the effective date desired.



F. Dale Robertson
Chief
Forest Service



Thomas E. Baca
Deputy Assistant Secretary
of Defense for Environment

Date: November 15, 1990

Date: December 11, 1990

Forest Pest Suppression Program Background and Procedures

1. Forest Pest Suppression monies are allocated by Congress to the U.S. Forest Service for the agency's support of forest pest suppression on federal agencies land. The funds are "no year" and can only be used for USFS approved FPS projects.

2. If an installation believes they have a pest problem, they should contact the USFS, (Attachment (4)), to provide survey support and a biological assessment to determine if control measures are needed. USFS personnel can also provide training to installation personnel, if requested.

3. If a survey indicates a need for control, installations should submit a USFS FS-3400-2 form, (Attachment (5)), to the Armed Forces Pest Management Board (AFPMB) through the chain of command.

4. Funding requests should be for the cost of contracting the control operation. In house costs such as the cost of pest management and natural resource personnel time to administer and support the operation should not be charged to the project. However, if the installation contract support office charges for their services, then those costs could be charged to the project.

5. The AFPMB forwards all requests to USFS Headquarters for approval. The USFS approves a project, based on a biological assessment recommending control measures be applied, by evaluating the USFS FS-3400-2 form, and consulting with the local USFS field office.

6. The USFS informs the AFPMB of all approved projects and the funding level. The USFS executes the paper work at the beginning of the second quarter of the fiscal year, informing the US Treasury to send the appropriate funding to each of the services. The USFS doesn't know all its requirements or how much funds it has until late December. The AFPMB informs each of the service program managers, both pest management and natural resources. The program managers in turn inform the appropriate installations and also inform their service Comptroller to forward the funds to the designated installations for the specific FPS project.

7. If the funding requested and approved is not fully expended on the project; (for example, the pest population collapsed or weather conditions are unfavorable during the insect's susceptible stage, or the project costs were over estimated) **the funds are not available for any other FPS project, unless USFS approval is given.** These "leftover" funds can only be expended after submitting a FS-3400-2 form for another project and receiving USFS approval.

8. Unused USFS funds remain at the receiving installation but are under the accountability of the Service Program Manager. These unused "no year" USFS funds are to remain available and be subject to withdrawal by the Service Program Manager for use by another installation or until the USFS gives approval for use by the installation for a new forest pest suppression project.

9. Accurate accountability of funds expended is, as always, an integral part of the program. **Please note, if you received funding for a project in FY 97, a brief report, (Attachment (6)), of the accomplishments and funds expended is required to be sent up through the chain of command to the AFPMB by Oct 15, 1997.**

10. Please note the milestone dates, (Attachment (3)), by which notification, actions, and information need to be forwarded to the appropriate command level. The AFPMB will roll all DoD activity requests, submitted FS-3400-2 forms, and accomplishment reports into a single report for submission to the USFS.

As a final reminder, if aerial application of pesticide is to be the method of control, the project must be approved IAW DoD Instruction 4150.7 and service component environmental documentation requirements, environmental analysis and validation.